

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	SECURITY INTEREST										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>McKENZIE SPORTS PRODUCTS, LLC</td><td></td><td>06/21/2010</td><td>LIMITED LIABILITY COMPANY: NORTH CAROLINA</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	McKENZIE SPORTS PRODUCTS, LLC		06/21/2010	LIMITED LIABILITY COMPANY: NORTH CAROLINA			
Name	Formerly	Execution Date	Entity Type								
McKENZIE SPORTS PRODUCTS, LLC		06/21/2010	LIMITED LIABILITY COMPANY: NORTH CAROLINA								
RECEIVING PARTY DATA											
Name:	MADISON CAPITAL FUNDING LLC, as Agent										
Street Address:	30 South Wacker Drive										
Internal Address:	Suite 3700										
City:	Chicago										
State/Country:	ILLINOIS										
Postal Code:	60606										
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE										
PROPERTY NUMBERS Total: 1											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Registration Number:</td><td>3736077</td><td>WALL HABITAT</td></tr></tbody></table>	Property Type	Number	Word Mark	Registration Number:	3736077	WALL HABITAT					
Property Type	Number	Word Mark									
Registration Number:	3736077	WALL HABITAT									
CORRESPONDENCE DATA											
Fax Number:	(312)863-7806										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	312-863-7198										
Email:	nancy.brougher@goldbergkohn.com										
Correspondent Name:	Nancy Brougher										
Address Line 1:	Goldberg Kohn Ltd.										
Address Line 2:	55 East Monroe Street, Suite 3300										
Address Line 4:	Chicago, ILLINOIS 60603										
ATTORNEY DOCKET NUMBER:	4975.108										
NAME OF SUBMITTER:	Nancy Brougher										

900165287

TRADEMARK
REEL: 004229 FRAME: 0564

OP \$40.00 3736077

Signature:	/njb/
Date:	06/22/2010
Total Attachments: 5 source=McKenzie Trademark Security Agreement#page1.tif source=McKenzie Trademark Security Agreement#page2.tif source=McKenzie Trademark Security Agreement#page3.tif source=McKenzie Trademark Security Agreement#page4.tif source=McKenzie Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is dated as of June 21, 2010, by McKENZIE SPORTS PRODUCTS, LLC, a North Carolina limited liability company ("Grantor"), in favor of Madison Capital Funding LLC, in its capacity as agent ("Agent") for certain financial institutions ("Lenders") (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 31, 2006 by and among Grantor, Agent and the lenders ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to continue to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of August 31, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Secured Obligations (as defined in the Collateral Agreement), Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its United States federally registered Trademarks (as defined in the Collateral Agreement) referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds of the foregoing, (other than Excluded Property (as defined in the Collateral Agreement)), including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License (as defined in the Collateral Agreement) or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

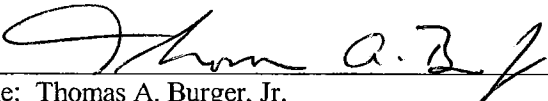
4. TERMINATION. When the Secured Obligations have been Paid in Full the security interests created hereunder shall automatically terminate and be of no further force or effect, and the Agent agrees that it shall, at Grantor's expense, execute, acknowledge and deliver to Grantor any and all instruments reasonably requested by Grantor to evidence the termination of such security interest in the Trademark Collateral.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

McKENZIE SPORTS PRODUCTS, LLC

By: 
Name: Thomas A. Burger, Jr.
Title: Vice President, Secretary and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

McKENZIE SPORTS PRODUCTS, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: Vanisha Cotton
Name: Vanisha Cotton
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARKS

Mark	Registration No.	Registration Date
WALL HABITAT	3736077	01/12/10